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April 30, 2002

**BY HAND DELIVERY**

Jean D. Jewell  
Idaho Public Utilities Commission  
472 West Washington  
Boise, ID 83702-5983

**Re: Case No. PAC-E-02-1**

Dear Secretary Jewell:

Enclosed for filing in the above-referenced proceeding, please find an original and 9 copies of the Direct Testimony of PacifiCorp witness Robert Lively, as well as a 3.5" diskette in ASCII format, as required by Rule 231.05.

Very truly yours,

James F Fell

JFF:knp

Enclosures

cc: All parties of record

JAMES F.  
Direct i  
email jf

Oregon  
Washington  
California  
Utah  
Idaho  
Washington D.C.

## CERTIFICATE OF SERVICE

I hereby certify that on this 30<sup>th</sup> day of April, 2002, a true and correct copy of the

foregoing was served on the following via U.S. mail:

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Mr. Tim Shurtz  
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Firth, Idaho 83236

By: Peggy Ryan  
Regulatory Operations Coordinator

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

In the Matter of the Application of PacifiCorp,	) CASE NO. PAC-E-02-1
dba Utah Power & Light Company for	)
Approval of its Proposed Electric Service	) APPLICATION OF PACIFICORP
Schedules	)
	)

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**PACIFICORP**

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**CASE NO. PAC-E-02-1**

**Direct Testimony and Exhibits**

**April 30, 2002**

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

In the Matter of the Application of PacifiCorp,  
dba Utah Power & Light Company for  
Approval of its Proposed Electric Service  
Schedules

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**Case No. PAC-E-02-1**

**PACIFICORP**

**DIRECT TESTIMONY OF**

**Robert C. Lively**

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**April 30, 2002**

1 Q. Please state your name and business address.

2 A. My name is Robert C. Lively. My business address is One Utah Center, Suite  
3 2300, 201 South Main Street, Salt Lake City, Utah 84140-2300

4 **Qualifications**

5 Q. Please describe your employment history with PacifiCorp (or the "Company").

6 A. I joined the Company in 1983 in the accounting department and have held various  
7 accounting, regulatory, and customer account management positions prior to  
8 assuming my current position in 1997.

9 Q. What is your current position at the Company?

10 A. I am Manager, Regulation at PacifiCorp.

11 Q. What are your responsibilities as Manager, Regulation?

12 A. My responsibilities include management of regulatory proceedings principally in  
13 Idaho and Utah. This includes management of rate cases, stipulations, contract  
14 negotiations, and other regulatory proceedings. I also assist and advise in the  
15 development of the Company's regulatory policy.

16 Q. What is your educational background?

17 A. I graduated from the University of Utah in 1980 with a Bachelor of Arts Degree in  
18 Accounting. I am a licensed CPA in the State of Utah and I have served on the  
19 board of Directors of the Intermountain Electrical Association. I have also  
20 attended various educational, professional and electric industry related seminars  
21 during my career at the Company.

22

1     **Purpose of Testimony**

2     Q.     Are you familiar with the terms and conditions of the Stipulation before the  
3             Commission?

4     A.     Yes.

5     Q.     What is the purpose of your testimony.

6     A.     The purpose of my testimony is twofold: First, I will describe and support the  
7             Stipulation among Staff of the IPUC (“Staff”), the Company, the Idaho Irrigation  
8             Pumpers Association (“IIPA”) and Monsanto Company (“Monsanto”)  
9             (collectively referred to as the “Parties”) in Case No. PAC-E-02-1 (the  
10            “Stipulation”). The Stipulation, which was filed with the Commission on April  
11            11, 2002, is identified as Exhibit No. 20. Second, I will address the matters  
12            identified as “at issue” in the Commission’s Notice of Issue Identification and  
13            Scheduling.

14    **Background**

15    Q.     Please describe the events precipitating the Company’s application for deferral of  
16             its excess net power costs.

17    A.     Beginning in May 2000, electric utilities began to experience an unanticipated and  
18             extraordinary increase in wholesale power prices. Between May 2000 and  
19             November 2000 alone, PacifiCorp incurred approximately \$228 million in excess  
20             net purchased power costs on a total Company basis (approximately \$11 million  
21             on a Idaho jurisdictional basis). PacifiCorp’s situation became even worse in  
22             November when the Company was forced to purchase additional replacement

1 power as a result of the forced outage of one of its major generating facilities,  
2 Hunter Unit Number 1.

3 Faced with an increasing disparity between the purchased power costs it  
4 was recovering in its prices and the costs it was incurring, on November 1, 2000,  
5 PacifiCorp filed an Application in Case No. PAC-E-00-5 for approval to defer  
6 excess net power costs incurred from November 1, 2000 through October 31,  
7 2001. In Commission Order No. 28630, the Commission approved the  
8 Company's request for deferred accounting of those excess power costs. That  
9 order also permitted the Company to request recovery of carrying charges when it  
10 applied for ratemaking treatment of the amounts deferred. Pursuant to the  
11 Commission's order, the Company deferred \$37 million in excess power costs,  
12 including replacement power costs related to the outage of the Hunter Unit  
13 Number 1 generator.

14 Q. Please describe Exhibit No. 21.

15 A. Exhibit No. 21 shows a timeline quantifying the excess purchased net power costs  
16 incurred between May 2000 and October 31, 2001. The timeline breaks out the  
17 total Idaho-related excess net power costs of \$49 million into two parts. The first  
18 part being \$11 million incurred from May 2000 through October 2000. This  
19 amount was borne by the Company's shareholders and is not being requested from  
20 Idaho customers. The second amount, for which the Company seeks recovery in  
21 this proceeding, is the \$38 million of excess net power costs (including \$1 million  
22 of carrying charges) incurred from November 1, 2000 through October 31, 2001.

1 The Company's excess power costs were deferred under terms of the  
2 Commission's order previously described. The Stipulation, if approved by the  
3 Commission, allows the Company to recover \$25 million (or approximately 51%),  
4 of the total Idaho-related excess net power costs.

5 Q. Please describe the background of the Stipulation.

6 A. On January 7, 2002, PacifiCorp filed the Application in this case seeking to  
7 recover over a two year period its deferred excess net power costs, plus carrying  
8 charges, amounting to approximately \$38. The Company further proposed  
9 electric service schedules that would adjust rates to bring customer classes closer  
10 to the cost of serving the respective classes. In addition, the Company proposed a  
11 Rate Mitigation Adjustment designed in such a way that no customer class would  
12 receive a price increase during the two-year period of the surcharge for recovery  
13 of the deferred excess net power costs. Finally, the Company also proposed an  
14 increase to the Electric Service Schedule No. 34-BPA Exchange Credit to reflect  
15 the increased benefit from settlement with the Bonneville Power Administration  
16 regarding residential exchange benefits.

17 On January 31, 2002, in its Order No. 28946, the Commission approved  
18 Electric Tariff Schedule 34-BPA Exchange Credit using Modified Procedure, i.e.,  
19 by written submission rather than by hearing. The remainder of the Company's  
20 filing was processed separately as specified herein.

21 On February 19, 2002, a prehearing conference was held in Boise, Idaho.  
22 At that conference, the parties and the Commission identified a nonexclusive list



1 of matters to be “at issue” in this proceeding and the Commission adopted a  
2 procedural schedule.

3 Settlement discussions were held among the parties on March 5, 20 and  
4 28, 2002. As a result of those settlement conferences, the Parties to the  
5 Stipulation reached an agreement detailed in the Stipulation and described in the  
6 testimony below.

7 **Terms of Stipulation**

8 Q. Please summarize the Stipulation.

9 A. Simply stated, the Stipulation allows the Company to recover approximately 65%  
10 of its deferred excess purchased power costs (plus carrying charges), or 51% of  
11 the total excess purchased power costs it incurred to serve Idaho customers  
12 between May 2000 and October 31, 2001. The Parties have agreed to support the  
13 Company’s recovery, through a surcharge and the acceleration of the “Merger  
14 Credit,” as described below, of \$25 million of its \$37 million in deferred excess  
15 power costs through a Power Cost Surcharge. The Parties have also agreed 1) to  
16 the manner in which the revenue obligations will be spread among the classes as  
17 reflected in Attachment B to the Stipulation, 2) to redesign Electric Service  
18 Schedule 10 in accordance with Attachment C to the Stipulation, and 3) to  
19 implement a modified Rate Mitigation Adjustment as a line item charge on  
20 customers’ bills through Electric Service Schedule 94, Attachment D to the  
21 Stipulation. The Parties agree that the Stipulation produces an overall just and  
22 reasonable result that is in the public interest.

1 Q. Please describe how the Company will recover the \$25 million of deferred excess  
2 power costs agreed to in the Stipulation.

3 A. As a result of the Commission's order ("Merger Order") in the ScottishPower  
4 merger case (Case No. PAC-E-99-1), customers have received since January 2000  
5 a credit of approximately \$1.6 million per year from PacifiCorp that has been  
6 reflected as a line item on customers' bills pursuant to Electric Service Schedule  
7 No. 99 (the "Merger Credit"). If PacifiCorp were to continue the Merger Credit  
8 for the full four-year period reflected in the Merger Order, there would be  
9 approximately \$2.3 million, on a present value basis, remaining to be credited to  
10 customers. Accordingly, the Parties have agreed that to offset PacifiCorp's excess  
11 power costs, the Merger Credit and Electric Service Schedule No. 99 should be  
12 accelerated and credited to reduce the Company's excess power cost recovery  
13 from \$25 million to \$22.7 million.

14 The Parties also have agreed that PacifiCorp should be allowed to  
15 implement a Power Cost Surcharge designed to recover \$22.7 million over a 24-  
16 month period beginning May 15, 2002 and ending May 14, 2004. The Power  
17 Cost Surcharge will be implemented as a line item charge on customers' bills  
18 through Electric Service Schedule No. 93, Attachment A to the Stipulation. As  
19 reflected in Attachment A, the Parties have agreed that the Power Cost Surcharge  
20 should be tracked and that a true-up surcharge or surcredit may be implemented  
21 over a 12-month period immediately following the 24-month Power Cost  
22 Surcharge recovery period to reflect any under- or over-collection of the total

1 authorized Power Cost Surcharge amount.

2 Q. Including the offsets, how much of its excess net power costs will the Company  
3 recovery under the Stipulation?

4 A. As described in PacifiCorp Exhibit No. 21, the Company will recover  
5 approximately \$25 million including offsets, representing approximately 65% of  
6 deferred excess power costs attributable to Idaho plus carrying charges.

7 Q. Please describe Attachment B of the Stipulation.

8 A. Attachment B reflects the Parties' agreement regarding the manner in which the  
9 revenue obligations of the various customer classes should be spread among the  
10 classes.

11 Q. Please describe the modified Rate Mitigation Adjustment agreed to in the  
12 Stipulation.

13 A. The Parties were unable to reach agreement regarding the cost of service study  
14 and Rate Mitigation Adjustment originally proposed by the Company. Instead,  
15 the Stipulation contains an agreed upon "modified" Rate Mitigation Adjustment,  
16 which assures that no customer class will see a price increase of more than 4%  
17 over the two-year period of the Power Cost Surcharge. The Company supports  
18 the modified Rate Mitigation Adjustment included in the Stipulation because it is  
19 directionally consistent with the Cost of Service study originally filed in the  
20 Company's proposal. Additionally, the modified Rate Mitigation Adjustment  
21 included in the Stipulation serves the purpose of moderating the impact on  
22 customer classes of rate increases related to the excess net power cost recovery.

1           The modified Rate Mitigation Adjustment is proposed as a surcharge or  
2           surcredit applied on a cents per kilowatt-hour basis to each rate schedule and will  
3           be shown as a separate line item charge on customers' bills through Electric  
4           Service Schedule No. 94. In year one, the modified Rate Mitigation Adjustment  
5           applies only to commercial, industrial and lighting customers. In year two, the  
6           modified Rate Mitigation Adjustment continues and will apply to all customer  
7           classes. No customer class will receive a price increase in year two. In year three  
8           and subsequent years, the modified Rate Mitigation Adjustment may continue,  
9           subject to termination provisions contained in the Stipulation. The Parties have  
10          agreed that upon the earlier of 1) the expiration of the current Electric Service  
11          Schedule No. 34-BPA Exchange Credit or 2) the adoption by the Commission of a  
12          cost of service study for PacifiCorp and the subsequent implementation for all  
13          customers of the approved cost of service study by any lawful method by the  
14          Commission or PacifiCorp, Electric Service Schedule No. 94 will be terminated.

15    Q.    In comparison to rates in effect during 2001, please describe the overall change  
16          that customers will see in their prices in year one after all of the revenue  
17          components are added.

18    A.    In year one, residential customers will see an average price decrease of 28%.  
19          Irrigation customers on average will also see a price decrease of approximately  
20          19% while, overall, commercial and industrial customers will see a decrease of  
21          approximately 8%. Lighting customers will see an overall increase of  
22          approximately 2%. This is shown in Attachment B to the Stipulation, Table B1.

1 Q. Please describe the overall change that customers will see in their prices in year  
2 two after all of the revenue components are added.

3 A. In year two, no customer class will see a change from prices at the end of year one  
4 except irrigation customers. Irrigation customers will see an average decrease of  
5 11%. This is shown in Attachment B to the Stipulation, Table B2.

6 Q. Please describe the changes to Irrigation Schedule 10 agreed to in the Stipulation.

7 A. The proposed Irrigation Schedule 10 agreed to in the Stipulation consolidates the  
8 three rates currently contained in Irrigation Schedule 10 into one firm service rate.  
9 Customers previously under the three load-control options have been combined  
10 and will now be under one, revenue-neutral, firm service rate. In order to  
11 minimize impacts on individual Schedule 10 customers, the proposed service  
12 charges and demand charge are calculated as the average of the three current rate  
13 options, proportioned for the amount of usage under each of the three rate options.

14 In addition, the two-block current on-season energy charge has been  
15 revised to a three-block energy charge. The three-block energy charge is designed  
16 to more closely track cost of service while giving more uniform price signals to all  
17 irrigation customers.

18 Q. Please describe other essential terms of the Stipulation.

19 A. In response to concerns raised by the IIPA concerning the loss of the Schedule 10,  
20 Irrigation Season Rate C and its associated load control benefits, PacifiCorp has  
21 agreed to discuss individual interruptibility or load control contracts for the 2002  
22 irrigation season with not more than 15 large irrigators (defined as irrigators

1 having an individual meter registering greater than 500 kW demand during the  
2 last 12 months) on a first-come, first-served basis. PacifiCorp has also agreed that  
3 it will work with the IIPA and the irrigators as a class to develop an optional load  
4 control program for the 2003 irrigation season and thereafter that would allow an  
5 irrigator to participate in such program on an annual basis. The Company has  
6 agreed to file its proposed optional load control program with the Commission no  
7 later than January 31, 2003.

8 **Matters “At Issue” in this Proceeding**

9 Q. In its Notice of Issue Identification and Scheduling in this case, the Commission  
10 identified several matters as continuing to be “at issue” in this proceeding. Please  
11 address the Company’s position with respect to the first issue identified: the  
12 Company’s cost of service study with related adjustments to rate design.

13 A. Mr. Dave Taylor and Mr. James Zhang provided a detailed cost of service study  
14 and price design proposal as part of the Company’s Application in this  
15 proceeding. As discussed above, the parties were unable to agree that the  
16 Company’s proposed cost of service study and related price design were  
17 appropriate for implementation at this time. Although the Company continues to  
18 support the original proposals as filed, the Parties to the Stipulation (including the  
19 Company) agreed to a modified Rate Mitigation Adjustment in lieu of the  
20 Company’s proposed cost of service study and price design.

21 Q. Please address the Company’s position with respect to the second issue identified:  
22 the revenue ramifications of the Company’s filing.

- 1 A. As stated above, the Company supports the modified Rate Mitigation Adjustment  
2 included in the Stipulation in part because of the moderating impact it has on  
3 customer classes impacted by the excess power cost recovery. Under the  
4 Stipulation, some customer classes would face double-digit increases absent the  
5 modified Rate Mitigation Adjustment. Instead, with the modified Rate Mitigation  
6 Adjustment, increases are limited to 4% over the two year period of the Power  
7 Cost Surcharge.
- 8 Q. Please address the Company's position with respect to the third issue identified:  
9 the power costs PacifiCorp is seeking to recover.
- 10 A. As discussed above, the Company has incurred approximately \$49 million total of  
11 excess net purchased power costs, attributable to Idaho between May 2000 and  
12 October 31, 2001. \$37 million of this amount was deferred by authorization of  
13 the Commission and an additional \$1 million would accrue as carrying charges, if  
14 approved. Under terms of the Stipulation, the Company agreed to recovery of \$25  
15 million of the \$38 million total. The recovery amount agreed to in the Stipulation  
16 represents approximately 51% of the total amount of excess net power costs  
17 attributable to Idaho between May 2000 and October 31, 2001, and approximately  
18 65% of the amount deferred between November 1, 2000 and October 31, 2001  
19 plus carrying charges.
- 20 Q. Please address the Company's position with respect to the fourth issue identified:  
21 the Rate Mitigation Adjustment originally proposed by the Company.
- 22 A. As discussed above, the Parties were unable to reach agreement in settlement

1 discussions regarding the Rate Mitigation Adjustment originally proposed by the  
2 Company. For purposes of the Stipulation the Company supports the modified  
3 Rate Mitigation Adjustment as directionally consistent with the original proposal  
4 and also because it moderates the impact of the excess power cost recovery.

5 Q. Please address the Company's position with respect to the fifth issue identified:  
6 whether the Company's attempted recovery of excess power costs incurred in  
7 2000/2001 violates Merger Approval Condition No. 2. Reference Case No. PAC-  
8 E-99-1, Order No. 28213.

9 A. The Company agrees with the findings of the Commission in its Order Nos. 28630  
10 (Case No. PAC-E-00-5) and 28998 (Case No. PAC-E-02-1). In Order 28630, the  
11 Commission found that authorization of PacifiCorp's application for deferred  
12 accounting only preserved the amounts deferred for future consideration.  
13 Accordingly, the Commission found that "approval of PacifiCorp's Application  
14 [for deferral] will not result in a rate increase at this time and thus does not violate  
15 the condition that it will not seek a general rate increase effective prior to January  
16 1, 2001." Subsequently, in Order 28998, the Commission clarified its Merger  
17 Order and stated that the language of Condition 2 prohibited PacifiCorp from  
18 seeking a general rate increase effective prior to January 1, 2002. Because  
19 PacifiCorp did not seek any increase in rates to be effective before that date, the  
20 Commission explained, the Company has fulfilled that Condition. The  
21 Commission's clarification of its Condition 2 resolved this issue.

22 Q. Please address the Company's position with respect to the sixth issue identified:



1           whether it was appropriate (and perhaps prudent) for PacifiCorp to enact  
2           economic curtailments of usage as opposed to the alternative purchase of high  
3           cost power.

4    A.    In addition to purchasing power to serve its customers' needs during the deferral  
5           period (November 30, 2000 through October 31, 2001), the Company also  
6           implemented Idaho Schedule 72, a load curtailment program pursuant to which  
7           irrigation customers were paid to curtail their irrigation systems—either fully or  
8           partially—for the entire 2001 irrigation season (June 15 to September 15, 2001).  
9           In addition, the Company implemented two other load curtailment programs in  
10          Idaho: the Customer Energy Challenge and the Energy Exchange Program. As a  
11          result of these load curtailment programs, requirements for wholesale purchases  
12          were decreased.

13   Q.    Please address the Company's position with respect to the seventh issue  
14          identified: the presence of interruptible load, and the Company's treatment of the  
15          same.

16   A.    Interruptibility is present in PacifiCorp's Idaho jurisdiction only with respect to  
17          irrigation customers and Monsanto. The Company's treatment of Monsanto as an  
18          interruptible customer is the subject of a separate proceeding (PAC-E-01-16) the  
19          PacifiCorp/Monsanto Service Contract proceeding and, therefore, was not  
20          discussed during the course of settlement discussions in this proceeding. The  
21          Company's treatment of irrigation customers as interruptible, however, was  
22          discussed extensively during the settlement discussions. As reflected in the

1 Stipulation, the Parties agreed to terminate the interruptible-options tariff in the  
2 current Schedule No. 10. Instead, the Company has committed to work with the  
3 IIPA and customers in the irrigation class to develop a non-tariff based  
4 interruptibility option that will be offered to customers in the future. The  
5 Company believes this approach to irrigation interruptibility is appropriate  
6 because it will allow the interruptibility option to be more closely aligned with the  
7 value of the resource acquired through interruption.

8 Q. Please address the Company's position with respect to the eighth issue identified:  
9 the Company's sales contracts executed in 2000/2001.

10 A. No new long-term firm wholesale contracts were executed by the Company in  
11 2000/2001. The Company's overall power supply strategy is discussed in detail by  
12 Mr. Stan Watters in his testimony filed with the Company's Application in this  
13 proceeding.

14 Q. Please address the Company's position with respect to the ninth issue identified:  
15 the timing of the loss of the Company's Hunter coal generation plant in 2000-  
16 2001 and related cause(s) therefore.

17 A. The circumstances leading up to the Hunter Unit Number 1 generator outage and  
18 what PacifiCorp has been able to determine about the cause of the outage are  
19 described in the testimony of Mr. Barry Cunningham, filed with the Company's  
20 Application in this proceeding. While the outage of the Hunter Unit Number 1  
21 generating unit from November 28, 2000 through May 8, 2001 occurred at a very  
22 inopportune time with respect to purchase power prices during that time period,

1           there is no evidence to suggest that the Company's operating or maintenance  
2           practices contributed to the outage.

3    Q.     Please address the Company's position with respect to the tenth issue identified:  
4           the treatment of irrigators as firm, as opposed to interruptible customers.

5    A.     As discussed above, following extensive discussion during settlement negotiation,  
6           the Parties agreed to eliminate the existing interruptibility options in Schedule No.  
7           10. Further the Company agreed to work with irrigators to develop a non-tariff  
8           interruptibility option for irrigators. The Company believes this approach will  
9           permit a more appropriate valuation of the benefit of interruptibility.

10   Q.    Please address the Company's position with respect to the eleventh and final issue  
11          identified: the treatment of special contract customers as situs customers, as  
12          opposed to system customers.

13   A.    The treatment of special contract customers as situs customers as opposed to  
14          system customers is the subject of a separate proceeding before this Commission  
15          (Case No. PAC-E-01-16, the PacifiCorp/Monsanto Service Contract proceeding).  
16          Accordingly the issue was not addressed by the parties during settlement. The  
17          Company will make its recommendation to the Commission regarding that issue  
18          in conjunction with Case No. PAC-E-01-16.

19   Q.    Does the Stipulation resolve all of the issues presented above?

20   A.    The parties were unable to reach specific agreement regarding some of the issues.  
21          Nevertheless, the Stipulation represents an overall compromise of the Parties'  
22          positions regarding all issues. The Parties agree that the Stipulation overall

1 represents a fair, just and reasonable compromise of the issues raised in this  
2 proceeding and that this Stipulation is in the public interest.

3 Q. Are there any other issues upon which you would like to comment?

4 A. Yes. I would like to add that the underlying market conditions and high  
5 purchased power prices that resulted in the Company's applications for deferral  
6 and recovery of its excess power costs are the same as those that resulted in the  
7 significant BPA credit received by Idaho customers. As such, it would be unfair  
8 for customers to enjoy the favorable BPA benefits obtained as a result of those  
9 high cost market conditions, on the one hand, and not share the burden that those  
10 conditions imposed by allowing PacifiCorp to recover in rates a portion of the  
11 excess power costs it incurred.

12 **Parties' Recommendation**

13 Q. Why do the Parties agree that the terms of the Stipulation in this proceeding  
14 produce an overall just and reasonable outcome?

15 A. The Parties believe that the 65% recovery of deferred excess power costs allowed  
16 under the Stipulation represents a reasonable compromise level of excess power  
17 cost recovery for the Company. In addition, the Parties believe that the modified  
18 Rate Mitigation Adjustment effectively reduces the impact of the Power Cost  
19 Surcharge by equitably distributing responsibility for excess power cost recovery  
20 among customer classes and by limiting the change in annual revenue requirement  
21 for any given class to a maximum 4% increase during the first two years the Rate  
22 Mitigation Adjustment is in place. Finally, the Parties also believe that

1           modification of the rate structure in the irrigation class to establish a single firm  
2           rate, together with PacifiCorp's commitment to developing an interruptibility  
3           option for irrigators on a non-tariff basis, represent an appropriate and reasonable  
4           compromise by 1) allowing the Company pricing flexibility that will better reflect  
5           market conditions and 2) affording irrigators the benefit of firm service at prices  
6           comparable to existing interruptible service.

7    Q.     What do the Parties recommend regarding the Stipulation?

8    A.     The Parties recommend that the Commission admit the Stipulation into the PAC-  
9           E-02-1 record and adopt the Stipulation in its entirety to resolve all of the  
10           outstanding issues in this proceeding.

11   Q.     Does this conclude your testimony?

12   A.     Yes.

Case No. PAC-E-02-1  
Exhibit No.20  
Witness: Robert C. Lively

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

PACIFICORP

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Exhibit No. 20 Accompanying Direct Testimony of Robert C. Lively

STIPULATION

April 30, 2002

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Attorneys for PacifiCorp

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

In the Matter of the Application of	)	CASE NO. PAC-E-02-1
PACIFICORP dba Utah Power & Light	)	
Company for Approval of Changes to Its	)	STIPULATION
Electric Service Schedules	)	

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This stipulation ("Stipulation") is entered into by and among PacifiCorp, doing business as Utah Power & Light Company ("PacifiCorp" or the "Company"), the Idaho Public Utilities Commission Staff ("Staff"), the Idaho Irrigation Pumpers Association ("IIPA") and Monsanto Company ("Monsanto") (collectively referred to as the "Parties").

**I. INTRODUCTION**

1. The terms and conditions of this Stipulation are set forth herein. The Parties agree that this Stipulation represents a fair, just and reasonable compromise of the issues raised in this proceeding and that this Stipulation is in the public interest. The Parties, therefore, recommend that the Public Utilities Commission ("Commission") approve the Stipulation and all of its terms and conditions. Reference IDAPA 31.01.01.272, 274.

## **II. BACKGROUND**

2. On November 1, 2000, PacifiCorp filed an Application in Case No. PAC-E-00-5 for approval to defer excess net power costs incurred from November 1, 2000 through October 31, 2001. In Commission Order No. 28630, the Commission approved the Company's request for deferred accounting of excess net power costs. Pursuant to deferral authority, the Company deferred approximately \$37 million in excess net power costs attributable to Idaho. On November 24, 2000, PacifiCorp experienced an outage at its Hunter 1 generating unit. The Hunter 1 unit became fully operational on May 8, 2001. The outage of the Hunter 1 unit increased the Company's net power costs.

3. On January 7, 2002, PacifiCorp filed the Application in this case seeking to recover the deferred excess net power costs, with carrying charges, amounting to approximately \$38 million over a two-year period. The Company further proposed electric service schedules that would adjust rates to bring customer classes closer to the cost of serving the respective classes and to implement an increase to the Electric Service Schedule No. 34 BPA exchange credit to reflect the increased benefit from a settlement with the Bonneville Power Administration regarding residential exchange benefits. Further, the Company proposed a Rate Mitigation Adjustment ("RMA") designed to result in no customer classes receiving an increase during the two-year period of the surcharge for the recovery of the deferred excess net power costs.

4. Pursuant to the Commission's Identification of Issues and Notice of Settlement Conference in this matter, the Parties have engaged in discussions with a view toward resolving PacifiCorp's Application in this case.

5. PacifiCorp has claimed and sought recovery of approximately \$38 million in excess net power costs, including carrying charges, incurred during the period November 1, 2000 through October 31, 2001 (the "Excess Power Costs"). The Commission Staff proposed recovery be limited to approximately \$21 million after adjustments for the Hunter 1 outage, wholesale contract costs, load growth, and jurisdictional allocation. Both IIPA and Monsanto



asserted that: 1) recovery of excess power supply costs is barred by reason of the ScottishPower - PacifiCorp Merger Approval Condition No. 2<sup>1</sup>; 2) power supply costs associated with the Hunter plant failure are not recoverable because they were incurred subsequent to the deferral Order; 3) any Hunter related costs properly deferred should be equitably shared as a result of maintenance issues; 4) costs associated with certain wholesale contracts were imprudently incurred and not recoverable; 5) thorough review and approval of the Company's cost-of-service studies was required before rates could be shifted among the customer classes. IIPA also challenged the Company's BPA credit allocation, the proposed RMA, and the elimination of irrigation A - B - C rate schedules. The Company disagreed and presented further information in response to the positions advanced by the Parties. The Company asserted that all of its Excess Power Costs were prudently incurred and are properly recoverable.

Based upon the settlement discussions among the Parties, as a compromise of the disputes in this case, and for other consideration as set forth below, the Parties agree to the following terms:

### **III. TERMS OF THE STIPULATION**

6. PacifiCorp shall be allowed to recover, through a surcharge and the acceleration of the "Merger Credit," as described below, \$ 25 million for Excess Power Costs.

7. As a result of the Commission's order ("Merger Order") in the ScottishPower merger case (Case No. PAC-E-99-1), customers have received since January 2000 a credit of approximately \$1.6 million per year from PacifiCorp that has been reflected as a line item on customers' bills pursuant to Electric Service Schedule No. 99 (the "Merger Credit"). If

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<sup>1</sup> Merger Approval Condition No. 2 provides: "At a minimum, ScottishPower shall not seek a general rate increase for its Idaho service territory effective prior to January 1, 2002." Case No. PAC-E-99-1, Order No. 28213, p. 8. With respect to that Condition, in its findings the Commission stated: "As a final and irrefutable measure to ensure that rates will not increase as a result of the merger, we hereby impose the additional condition (Merger Approval Condition No. 2) that following the merger, PacifiCorp shall not seek a general rate increase effective prior to January 1, 2002. This literally guarantees that PacifiCorp's customers will see an immediate rate reduction lasting at least two years through the combination of the merger rate credit and the moratorium on general rate increases imposed herein." Case No. PAC-E-9901, Order No. 28213, p. 31.

PacifiCorp were to continue such credit for the full four-year period reflected in the Merger Order, there would be approximately \$2.3 million, on a present value basis, remaining to be credited to customers.<sup>2</sup> The Parties agree that in order to offset PacifiCorp's Excess Power Costs, the merger credit and Electric Service Schedule No. 99 shall be accelerated and credited to reduce the Excess Power Cost recovery from \$25 million to \$22.7 million.

8. PacifiCorp shall be allowed to implement a power cost surcharge (the "PCS") designed to recover \$22.7 million over a 24-month period beginning May 15, 2002 and ending May 14, 2004. The PCS will be implemented as a line item charge on customers' bills through Electric Service Schedule No. 93, attached hereto as Attachment A. As reflected in Attachment A, the Parties have agreed that the PCS recovery should be tracked and that a true-up surcharge may be implemented over a 12-month period immediately following the 24-month PCS recovery period to reflect any under- or over-collection of the total authorized PCS amount.

9. The Parties agree that the revenue obligations of the various customer classes shall be spread among the classes in the manner described in Attachment B. The Parties further agree that Electric Service Schedule No. 10 shall be redesigned in accordance with Attachment C. In response to concerns from the IIPA concerning the loss of the Schedule 10, Irrigation Season Rate C and its associated load control benefits, PacifiCorp agrees that it is willing to discuss individual interruptibility or load control contracts for the 2002 irrigation season with not more than 15 large irrigators<sup>3</sup> on a first come – first served basis upon individual request of a member of said class of irrigators for such discussion. PacifiCorp also agrees that it will work with the IIPA and the irrigators as a class to develop an optional load control program for the 2003 irrigation season and thereafter that would allow an irrigator to participate in such program

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<sup>2</sup> Under the terms of the Merger Order, PacifiCorp can avoid the \$1.6 million dollar credit during the last two years, i.e., 2002 through 2003, to the extent that cost reductions related to the merger are reflected in rates.

<sup>3</sup> For purposes of paragraph 9 of this Stipulation, "large irrigators" are defined as irrigators having an individual meter registering greater than 500 kW demand during the last 12 months.

on an annual basis. PacifiCorp shall file its proposed optional load control program with the Commission no later than January 31, 2003.

The Parties also agree that the RMA will be implemented as a line item charge on customers' bills through Electric Service Schedule No. 94, attached hereto as Attachment D. The Parties further agree that upon the earlier of (1) the expiration of the current Electric Service Schedule No. 34 BPA exchange credit or (2) the adoption by the Commission of a cost of service study for PacifiCorp and the subsequent implementation for all customers of said approved cost of service study by any lawful method by the Commission or PacifiCorp, Electric Service Schedule No. 94 will be terminated.

10. The Parties agree that this Stipulation represents a compromise of the positions of the Parties in this case. Other than the above referenced positions and any testimony filed in support of the approval of this Stipulation, and except to the extent necessary for a Party to explain before the Commission its own statements and positions with respect to the Stipulation, all negotiations relating to this Stipulation shall be treated as confidential.

11. The Parties submit this Stipulation to the Commission and recommend approval in its entirety pursuant to IDAPA 31.01.01.274. Parties shall support this Stipulation before the Commission, and no Party shall appeal any portion of this Stipulation or Order approving the same. If this Stipulation is challenged by any person not a party to the Stipulation, the Parties to this Stipulation reserve the right to cross-examine witnesses and put on such case as they deem appropriate to respond fully to the issues presented, including the right to raise issues that are incorporated in the settlements embodied in this Stipulation. Notwithstanding this reservation of rights, the Parties to this Stipulation agree that they will continue to support the Commission's adoption of the terms of this Stipulation.

12. In the event the Commission rejects any part or all of this Stipulation, or imposes any additional material conditions on approval of this Stipulation, each Party reserves the right, upon written notice to the Commission and the other Parties to this proceeding, within 15 days of the date of such action by the Commission, to withdraw from this Stipulation. In such case, no Party shall be bound or prejudiced by the terms of this Stipulation, and each Party shall be entitled to seek reconsideration of the Commission's order, file testimony as it chooses, cross-examine witnesses, and do all other things necessary to put on such case as it deems appropriate.

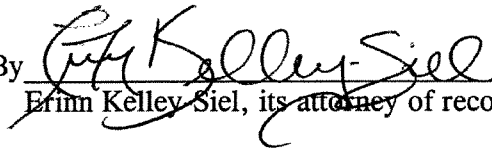
13. The Parties agree that this Stipulation is in the public interest and that all of its terms and conditions are fair, just and reasonable.

14. No Party shall be bound, benefited or prejudiced by any position asserted in the negotiation of this Stipulation, except to the extent expressly stated herein, nor shall this Stipulation be construed as a waiver of the rights of any Party unless such rights are expressly waived herein. Execution of this Stipulation shall not be deemed to constitute an acknowledgment by any Party of the validity or invalidity of any particular method, theory or principle of regulation or cost recovery, and no Party shall be deemed to have agreed that any method, theory or principle of regulation or cost recovery employed in arriving at this Stipulation is appropriate for resolving any issues in any other proceeding in the future. Without limiting the generality of the foregoing, nothing in this Stipulation, and nothing asserted in the negotiation of this Stipulation, shall be the basis of waiver or estoppel in Case No. PAC-E-01-16 (Monsanto). No findings of fact or conclusions of law other than those stated herein shall be deemed to be implicit in this Stipulation.

15. The obligations of the Parties under this Stipulation are subject to the Commission's approval of this Stipulation in accordance with its terms and conditions and upon such approval being upheld on appeal by a court of competent jurisdiction.

Respectfully submitted this 10<sup>th</sup> day of April, 2002.

PacifiCorp

By  4-9-02  
Erin Kelley Siel, its attorney of record

Idaho Public Utilities Commission Staff

By \_\_\_\_\_  
Scott D. Woodbury, its attorney of  
record

Idaho Irrigation Pumpers Association

By \_\_\_\_\_  
Eric L. Olsen, its attorney of record

Monsanto Company

By \_\_\_\_\_  
Randall C. Budge, its attorney of record

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Respectfully submitted this 10<sup>th</sup> day of April, 2002.

PacifiCorp

By \_\_\_\_\_  
Erinn Kelley-Siel, its attorney of record

Idaho Public Utilities Commission Staff

By Scott D. Woodbury  
Scott D. Woodbury, its attorney of  
record 4/09/02

Idaho Irrigation Pumpers Association

By \_\_\_\_\_  
Eric L. Olsen, its attorney of record

Monsanto Company

By \_\_\_\_\_  
Randall C. Budge, its attorney of record

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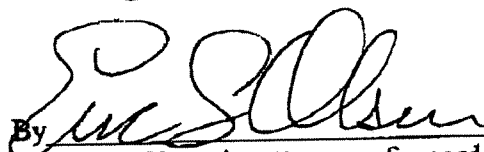
PacifiCorp

By \_\_\_\_\_  
Erinn Kelley-Siel, its attorney of record

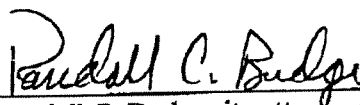
Idaho Public Utilities Commission Staff

By \_\_\_\_\_  
Scott D. Woodbury, its attorney of record

Idaho Irrigation Pumpers Association

By  4/8/02  
Eric L. Olsen, its attorney of record

Monsanto Company

By  4-8-02  
Randall C. Budge, its attorney of record

## CERTIFICATE OF SERVICE

I hereby certify that on this 10<sup>th</sup> day of April, 2002, a true and correct copy of the foregoing was served on the following via U.S. mail:

Scott Woodbury  
Deputy Attorney General  
Idaho Public Utilities Commission  
P.O. Box 83720  
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Senior Accounting Specialist  
Monsanto Company  
P.O. Box 816  
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Mr. Tim Shurtz  
411 South Main  
Firth, Idaho 83236

  
\_\_\_\_\_





I.P.U.C. No. 28

Original Sheet No. 93

**UTAH POWER & LIGHT COMPANY**  
**ELECTRIC SERVICE SCHEDULE NO. 93**

**STATE OF IDAHO**

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**POWER COST SURCHARGE**

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**AVAILABILITY:** At any point on the Company's interconnected system.

**APPLICATION:** This Schedule shall be applicable to all retail tariff Customers (including Schedule 400 – Nu-West Industries Inc.) taking service under the terms contained in this Tariff.

**MONTHLY BILL:** In addition to the Monthly Charges contained in the Customer's applicable schedule, all monthly bills shall have applied an amount equal to the product of all metered kilowatt-hours multiplied by the following cents per kilowatt-hour as determined by the Voltage Level at which the Customer takes service. The charges in the column labeled "Year 1" shall be in effect for one year beginning on the effective date of this tariff. The charges in the column labeled "Year 2" shall be in effect for one year beginning at the end of Year 1. The Company shall track the total amount collected through Year 1 and Year 2 and true up in Year 3. In Year 3, this surcharge may continue at a revised rate, subject to subsequent Commission review and approval, in order to reflect any undercollection or overcollection of the total authorized surcharge amount.

<u>Voltage Level</u>	<u>Year 1</u>	<u>Year 2</u>
Secondary - less than 2,300 volts	0.8585 ¢	0.4200 ¢
Primary - 2,300 to 44,000 volts	0.8326 ¢	0.4073 ¢
Transmission - over 44,000 volts	0.8151 ¢	0.3988 ¢

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 Submitted Under Case No. PAC-E-02-1

ISSUED: April 10, 2002

EFFECTIVE: May 15, 2002

**Table B1**  
**UTAH POWER**  
**ESTIMATED EFFECT OF PROPOSED PRICES**  
**ON REVENUES FROM ELECTRIC SALES TO ULTIMATE CONSUMERS**  
**DISTRIBUTED BY RATE SCHEDULES IN IDAHO**  
**NORMALIZED 12 MONTHS ENDED MARCH 2001**

Attachment B

Line Account No.	Description	Sch. No.	Average No. of Customers	MWh	Current Revenues (\$000)				Proposed Yr1				Exclusive of Sch. 34				Proposed Sch. 34				Inclusive of Sch. 34			
					Base Rev.	Merger Credit	Sch. 34 Credit	Net Rev.	Rev. (\$000)	e/kWh	Rev. (\$000)	%	Total Rev. (\$000)	Change (\$000)	%	e/kWh	Credit (\$000)	%	Total Rev. (\$000)	Change (\$000)	%	e/kWh		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)		
440 Residential Sales																								
1	Residential Service	1	28,524	257,880	\$22,056	(\$375)	(\$951)	\$20,730	\$0	0.0000	\$2,214	10.04%	\$24,270	\$2,589	11.9%	1.004	(\$8,619)	-39.75%	\$15,651	(\$5,079)	-24.5%	-1.970		
2	Residential Optional TOD	36	15,933	303,528	\$20,383	(\$347)	(\$1,039)	\$18,997	\$0	0.0000	\$2,606	12.79%	\$22,989	\$2,953	14.7%	0.973	(\$10,132)	-50.57%	\$12,857	(\$6,140)	-32.3%	-2.023		
3	Total Residential		44,457	561,408	\$42,439	(\$722)	(\$1,990)	\$39,727	\$0		\$4,820	11.36%	\$47,259	\$5,542	13.3%	0.987	(\$18,751)	-44.95%	\$28,508	(\$11,219)	-28.2%	-1.998		
442 Commercial & Industrial																								
4	General Service - Large Power	6	927	241,884	\$13,571	(\$231)		\$13,340	(\$1,759)	-0.7272	\$2,068	15.24%	\$13,880	\$540	4.0%	0.223	\$0	0.00%	\$13,880	\$540	4.0%	0.223		
5	General Svc. - Lg. Power (R&P)	6A	222	28,149	\$1,761	(\$30)		\$1,638	\$0	0.0000	\$242	13.74%	\$2,003	\$272	13.7%	0.966	(\$929)	-53.67%	\$1,074	(\$564)	-34.4%	-2.004		
6	General Service - Med. Voltage	8	4	2,816	\$156	(\$3)		\$153	(\$21)	-0.7457	\$24	15.38%	\$159	\$6	3.9%	0.213	\$0	0.00%	\$159	\$6	3.9%	0.213		
7	General Service - High Voltage	9	14	104,022	\$4,373	(\$74)		\$4,299	(\$750)	-0.7210	\$848	19.39%	\$4,471	\$172	4.0%	0.165	\$0	0.00%	\$4,471	\$172	4.0%	0.165		
8	Irrigation Rate	10	1,876	615,632	\$32,327	(\$550)	(\$5,578)	\$26,199	\$4,000	0.6497	\$5,285	16.35%	\$41,612	\$9,835	31.0%	1.598	(\$20,344)	-64.02%	\$21,268	(\$4,931)	-18.8%	-0.801		
9	Comm. & Ind. Space Heating	19	346	13,338	\$942	(\$16)		\$926	(\$94)	-0.7048	\$115	12.21%	\$963	\$37	4.0%	0.277	\$0	0.00%	\$963	\$37	4.0%	0.277		
10	General Service	23	4,591	85,932	\$7,410	(\$126)		\$7,284	(\$570)	-0.6653	\$757	9.95%	\$7,577	\$293	4.0%	0.341	\$0	0.00%	\$7,577	\$293	4.0%	0.341		
11	General Service (R&P)	23A	1,310	16,388	\$1,468	(\$29)	(\$55)	\$1,390	\$0	0.0000	\$141	9.60%	\$1,609	\$166	11.5%	1.013	(\$540)	-37.42%	\$1,069	(\$321)	-23.1%	-1.959		
12	General Service Optional TOD	35	1	1,227	\$52	(\$1)		\$51	(\$10)	-0.8150	\$11	21.15%	\$53	\$2	3.9%	0.163	\$0	0.00%	\$53	\$2	3.9%	0.163		
13	Special Contracts - Nu West	1	1	114,868	\$4,000			\$4,000	(\$777)	-0.6764	\$936	23.40%	\$4,159	\$159	4.0%	0.138	\$0	0.00%	\$4,159	\$159	4.0%	0.138		
14	Total Commercial & Industrial		9,292	1,224,256	\$66,060	(\$1,056)	(\$5,724)	\$59,280	\$19		\$10,407	15.75%	\$76,486	\$11,482	17.7%	0.938	(\$21,813)	-33.56%	\$54,673	(\$4,607)	-7.8%	-0.376		
444 Public Street Lighting																								
15	Security Area Lighting	7	245	288	\$72	(\$1)		\$71	(\$2)	-0.6944	\$3	4.17%	\$73	\$2	2.8%	0.694	\$0	0.00%	\$73	\$2	2.8%	0.694		
16	Security Area Lighting (R&P)	7A	181	141	\$38	(\$1)		\$36	\$0	0.0000	\$1	2.63%	\$39	\$2	5.4%	1.418	(\$5)	-13.51%	\$34	(\$2)	-5.6%	-1.418		
17	Street Lighting - Company	11	29	137	\$41	(\$1)		\$40	(\$1)	-0.7299	\$1	2.44%	\$41	\$1	2.5%	0.730	\$0	0.00%	\$41	\$1	2.5%	0.730		
18	Street Lighting - Customer	12	161	1,919	\$231	(\$4)		\$247	(\$14)	-0.7295	\$7	6.77%	\$254	\$7	2.8%	0.365	\$0	0.00%	\$254	\$7	2.8%	0.365		
19	Traffic Signal Systems	12	21	224	\$23	\$0		\$23	(\$2)	-0.8929	\$2	8.70%	\$23	\$0	0.0%	0.000	\$0	0.00%	\$23	\$0	0.0%	0.000		
20	Total Public Street Lighting		637	2,709	\$425	(\$7)	(\$1)	\$417	(\$19)		\$24	5.65%	\$430	\$12	2.9%	0.443	(\$5)	-1.20%	\$425	\$8	1.9%	0.295		
21	Total Sales to Ultimate Consumers		54,386	1,788,373	\$108,924	(\$1,765)	(\$7,715)	\$99,424	\$0		\$15,851	14.00%	\$124,175	\$17,036	15.9%	0.953	(\$40,569)	-37.87%	\$83,606	(\$15,818)	-15.9%	-0.884		

Table B2

Attachment B

**UTAH POWER**  
**ESTIMATED EFFECT OF PROPOSED PRICES**  
**ON REVENUES FROM ELECTRIC SALES TO ULTIMATE CONSUMERS**  
**DISTRIBUTED BY RATE SCHEDULES IN IDAHO**  
**NORMALIZED 12 MONTHS ENDED MARCH 2001**

Line Account No.	Description	Sch. No.	Average No. of Customers	MMW	End of Yr 1 (\$000)				Proposed Yr 2				Total Rev. (\$000)	Exclusive of Sch. 34				Proposed Yr 2				Total Rev. (\$000)	Inclusive of Sch. 34				Total Change From Current (\$000)
					Current Rev.	Yr 1 RMA + PCS	Sch. 34 Credit	Net Rev.	Rev. RMA	e/kWh	Rev. PCS	%		Change	e/kWh	Credit	%	Change	e/kWh	Credit	%		Change	e/kWh			
440	Residential Sales						(6)+(7)+(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)			
1	Residential Service	1	28,524	257,880	\$22,056	\$2,214	(\$8,619)	\$15,651	(\$1,039)	-0.4029	\$1,083	4.91%	\$22,100	(\$2,170)	-8.8%	-0.841	(\$6,449)	-26.57%	\$15,651	\$0	0.0%	0.000	(\$5,079)	-24.5%			
2	Residential Optional TOD	36	15,933	308,528	\$20,383	\$2,066	(\$10,132)	\$12,857	(\$1,220)	-0.4019	\$1,275	6.26%	\$20,438	(\$2,531)	-11.1%	-0.840	(\$7,581)	-32.98%	\$12,857	\$0	0.0%	0.000	(\$6,140)	-32.3%			
3	Total Residential		44,457	560,408	\$42,439	\$4,820	(\$18,751)	\$28,508	(\$2,259)		\$2,358	5.56%	\$42,538	(\$4,721)	-10.0%	-0.841	(\$14,030)	-29.69%	\$28,508	\$0	0.0%	0.000	(\$11,219)	-28.2%			
442	Commercial & Industrial																										
4	General Service - Large Power	6	927	241,884	\$13,571	\$309	\$0	\$13,880	(\$702)	-0.2902	\$1,011	7.45%	\$13,880	\$0	0.0%	0.000	\$0	0.0%	\$13,880	\$0	0.0%	0.000	\$540	4.0%			
5	General Svc. - LG Power (R&F)	6A	222	28,149	\$1,761	\$342	(\$929)	\$1,074	(\$110)	-0.3908	\$118	6.70%	\$1,769	(\$234)	-11.7%	-0.831	(\$605)	-34.70%	\$1,074	\$0	0.0%	0.000	(\$564)	-34.4%			
6	General Service - Med. Voltage	8	4	2,816	\$156	\$3	\$0	\$159	(\$9)	-0.3196	\$12	7.69%	\$159	\$0	0.0%	0.000	\$0	0.0%	\$159	\$0	0.0%	0.000	\$6	3.9%			
7	General Service - High Voltage	9	14	104,022	\$4,373	\$98	\$0	\$4,471	(\$315)	-0.3028	\$415	9.49%	\$4,473	\$2	0.0%	0.002	\$0	0.0%	\$4,473	\$2	0.0%	0.002	\$174	4.0%			
8	Irrigation Rate	10	1,876	615,632	\$32,327	\$9,285	(\$30,344)	\$21,268	\$4,000	0.6497	\$2,386	8.00%	\$38,913	(\$2,699)	-6.5%	-0.438	(\$20,058)	-48.20%	\$18,855	(\$2,413)	-11.3%	-0.392	(\$7,344)	-28.0%			
9	Comm. & Ind. Space Heating	19	346	13,338	\$942	\$21	\$0	\$963	(\$35)	-0.2624	\$56	5.94%	\$963	\$0	0.0%	0.000	\$0	0.0%	\$963	\$0	0.0%	0.000	\$37	4.0%			
10	General Service	23	4,591	85,932	\$7,410	\$167	\$0	\$7,577	(\$194)	-0.2258	\$361	4.87%	\$7,577	\$0	0.0%	0.000	\$0	0.0%	\$7,577	\$0	0.0%	0.000	\$293	4.0%			
11	General Service (R&F)	23A	1,310	16,338	\$1,468	\$141	(\$340)	\$1,069	(\$364)	-0.3905	\$69	4.70%	\$1,473	(\$156)	-8.5%	-0.830	(\$404)	-25.11%	\$1,069	\$0	0.0%	0.000	(\$321)	-23.1%			
12	General Service Optional TOD	35	1	1,227	\$52	\$1	\$0	\$53	(\$4)	-0.3260	\$58	9.62%	\$53	\$0	0.0%	0.000	\$0	0.0%	\$53	\$0	0.0%	0.000	\$2	3.9%			
13	Special Contracts - No West	1	1	114,868	\$4,000	\$159	\$0	\$4,159	(\$299)	-0.2003	\$458	11.45%	\$4,159	\$0	0.0%	0.000	\$0	0.0%	\$4,159	\$0	0.0%	0.000	\$159	4.0%			
14	Total Commercial & Industrial		9,292	1,224,256	\$66,060	\$10,426	(\$31,813)	\$4,673	\$2,268		\$5,091	7.71%	\$73,419	(\$3,067)	-4.0%	-0.251	(\$21,157)	-27.66%	\$52,262	(\$2,411)	-4.4%	-0.197	(\$7,018)	-11.8%			
444	Public Street Lighting																										
15	Security Area Lighting	7	245	288	\$72	\$1	\$0	\$73	\$0	0.0000	\$1	1.39%	\$73	\$0	0.0%	0.000	\$0	0.0%	\$73	\$0	0.0%	0.000	\$2	2.8%			
16	Security Area Lighting (R&F)	7A	181	141	\$38	\$1	(\$3)	\$34	(\$1)	-0.7092	\$1	2.63%	\$38	(\$1)	-2.6%	-0.709	(\$4)	-10.26%	\$34	\$0	0.0%	0.000	(\$2)	-5.6%			
17	Street Lighting - Company	11	29	137	\$41	\$0	\$0	\$41	(\$1)	-0.7299	\$1	2.44%	\$41	(\$1)	0.0%	0.000	\$0	0.0%	\$41	\$0	0.0%	0.000	\$1	2.5%			
18	Street Lighting - Customer	12	161	1,919	\$251	\$3	\$0	\$254	(\$6)	-0.5127	\$8	3.19%	\$253	(\$1)	-0.4%	-0.052	\$0	0.0%	\$253	(\$1)	-0.4%	-0.052	\$6	2.4%			
19	Traffic Signal Systems	12	21	224	\$23	\$0	\$0	\$23	(\$1)	-0.4464	\$1	4.35%	\$23	\$0	0.0%	0.000	\$0	0.0%	\$23	\$0	0.0%	0.000	\$0	0.0%			
20	Total Public Street Lighting		637	2,709	\$425	\$5	(\$3)	\$425	(\$9)		\$12	2.82%	\$428	(\$2)	-0.5%	-0.074	(\$4)	-0.93%	\$424	(\$1)	-0.2%	-0.037	\$7	1.7%			
21	Total Sales to Ultimate Consumers		\$4,386	1,788,373	\$108,924	\$15,251	(\$40,569)	\$83,606	\$0		\$7,461	6.85%	\$116,385	(\$7,790)	-6.3%	-\$0.436	(\$35,191)	-28.34%	\$81,194	(\$2,412)	-2.9%	-0.135	(\$18,230)	-18.3%			

**Attachment B**

Line No.	Account No.	Description	Average Yr-1 (2020)			Yr-2 (2020)			Yr-3 (2020)			Yr-4 (2020)			Yr-5 (2020)			Yr-6 (2020)			Yr-7 (2020)			Yr-8 (2020)			Yr-9 (2020)			Yr-10 (2020)			Yr-11 (2020)			Yr-12 (2020)			Yr-13 (2020)			Yr-14 (2020)			Yr-15 (2020)			Yr-16 (2020)			Yr-17 (2020)			Yr-18 (2020)			Yr-19 (2020)			Yr-20 (2020)			Yr-21 (2020)			Yr-22 (2020)			Yr-23 (2020)			Yr-24 (2020)			Yr-25 (2020)			Yr-26 (2020)			Yr-27 (2020)			Yr-28 (2020)			Yr-29 (2020)			Yr-30 (2020)			Yr-31 (2020)			Yr-32 (2020)			Yr-33 (2020)			Yr-34 (2020)			Yr-35 (2020)			Yr-36 (2020)			Yr-37 (2020)			Yr-38 (2020)			Yr-39 (2020)			Yr-40 (2020)			Yr-41 (2020)			Yr-42 (2020)			Yr-43 (2020)			Yr-44 (2020)			Yr-45 (2020)			Yr-46 (2020)			Yr-47 (2020)			Yr-48 (2020)			Yr-49 (2020)			Yr-50 (2020)			Yr-51 (2020)			Yr-52 (2020)			Yr-53 (2020)			Yr-54 (2020)			Yr-55 (2020)			Yr-56 (2020)			Yr-57 (2020)			Yr-58 (2020)			Yr-59 (2020)			Yr-60 (2020)			Yr-61 (2020)			Yr-62 (2020)			Yr-63 (2020)			Yr-64 (2020)			Yr-65 (2020)			Yr-66 (2020)			Yr-67 (2020)			Yr-68 (2020)			Yr-69 (2020)			Yr-70 (2020)			Yr-71 (2020)			Yr-72 (2020)			Yr-73 (2020)			Yr-74 (2020)			Yr-75 (2020)			Yr-76 (2020)			Yr-77 (2020)			Yr-78 (2020)			Yr-79 (2020)			Yr-80 (2020)			Yr-81 (2020)			Yr-82 (2020)			Yr-83 (2020)			Yr-84 (2020)			Yr-85 (2020)			Yr-86 (2020)			Yr-87 (2020)			Yr-88 (2020)			Yr-89 (2020)			Yr-90 (2020)			Yr-91 (2020)			Yr-92 (2020)			Yr-93 (2020)			Yr-94 (2020)			Yr-95 (2020)			Yr-96 (2020)			Yr-97 (2020)			Yr-98 (2020)			Yr-99 (2020)			Yr-100 (2020)			Yr-101 (2020)			Yr-102 (2020)			Yr-103 (2020)			Yr-104 (2020)			Yr-105 (2020)			Yr-106 (2020)			Yr-107 (2020)			Yr-108 (2020)			Yr-109 (2020)			Yr-110 (2020)			Yr-111 (2020)			Yr-112 (2020)			Yr-113 (2020)			Yr-114 (2020)			Yr-115 (2020)			Yr-116 (2020)			Yr-117 (2020)			Yr-118 (2020)			Yr-119 (2020)			Yr-120 (2020)			Yr-121 (2020)			Yr-122 (2020)			Yr-123 (2020)			Yr-124 (2020)			Yr-125 (2020)			Yr-126 (2020)			Yr-127 (2020)			Yr-128 (2020)			Yr-129 (2020)			Yr-130 (2020)			Yr-131 (2020)			Yr-132 (2020)			Yr-133 (2020)			Yr-134 (2020)			Yr-135 (2020)			Yr-136 (2020)			Yr-137 (2020)			Yr-138 (2020)			Yr-139 (2020)			Yr-140 (2020)			Yr-141 (2020)			Yr-142 (2020)			Yr-143 (2020)			Yr-144 (2020)			Yr-145 (2020)			Yr-146 (2020)			Yr-147 (2020)			Yr-148 (2020)			Yr-149 (2020)			Yr-150 (2020)			Yr-151 (2020)			Yr-152 (2020)			Yr-153 (2020)			Yr-154 (2020)			Yr-155 (2020)			Yr-156 (2020)			Yr-157 (2020)			Yr-158 (2020)			Yr-159 (2020)			Yr-160 (2020)			Yr-161 (2020)			Yr-162 (2020)			Yr-163 (2020)			Yr-164 (2020)			Yr-165 (2020)			Yr-166 (2020)			Yr-167 (2020)			Yr-168 (2020)			Yr-169 (2020)			Yr-170 (2020)			Yr-171 (2020)			Yr-172 (2020)			Yr-173 (2020)			Yr-174 (2020)			Yr-175 (2020)			Yr-176 (2020)			Yr-177 (2020)			Yr-178 (2020)			Yr-179 (2020)			Yr-180 (2020)			Yr-181 (2020)			Yr-182 (2020)			Yr-183 (2020)			Yr-184 (2020)			Yr-185 (2020)			Yr-186 (2020)			Yr-187 (2020)			Yr-188 (2020)			Yr-189 (2020)			Yr-190 (2020)			Yr-191 (2020)			Yr-192 (2020)			Yr-193 (2020)			Yr-194 (2020)			Yr-195 (2020)			Yr-196 (2020)			Yr-197 (2020)			Yr-198 (2020)			Yr-199 (2020)			Yr-200 (2020)			Yr-201 (2020)			Yr-202 (2020)			Yr-203 (2020)			Yr-204 (2020)			Yr-205 (2020)			Yr-206 (2020)			Yr-207 (2020)			Yr-208 (2020)			Yr-209 (2020)			Yr-210 (2020)			Yr-211 (2020)			Yr-212 (2020)			Yr-213 (2020)			Yr-214 (2020)			Yr-215 (2020)			Yr-216 (2020)			Yr-217 (2020)			Yr-218 (2020)			Yr-219 (2020)			Yr-220 (2020)			Yr-221 (2020)			Yr-222 (2020)			Yr-223 (2020)			Yr-224 (2020)			Yr-225 (2020)			Yr-226 (2020)			Yr-227 (2020)			Yr-228 (2020)			Yr-229 (2020)			Yr-230 (2020)			Yr-231 (2020)			Yr-232 (2020)			Yr-233 (2020)			Yr-234 (2020)			Yr-235 (2020)			Yr-236 (2020)			Yr-237 (2020)			Yr-238 (2020)			Yr-239 (2020)			Yr-240 (2020)			Yr-241 (2020)			Yr-242 (2020)			Yr-243 (2020)			Yr-244 (2020)			Yr-245 (2020)			Yr-246 (2020)			Yr-247 (2020)			Yr-248 (2020)			Yr-249 (2020)			Yr-250 (2020)			Yr-251 (2020)			Yr-252 (2020)			Yr-253 (2020)			Yr-254 (2020)			Yr-255 (2020)			Yr-256 (2020)			Yr-257 (2020)			Yr-258 (2020)			Yr-259 (2020)			Yr-260 (2020)			Yr-261 (2020)			Yr-262 (2020)			Yr-263 (2020)			Yr-264 (2020)			Yr-265 (2020)			Yr-266 (2020)			Yr-267 (2020)			Yr-268 (2020)			Yr-269 (2020)			Yr-270 (2020)			Yr-271 (2020)			Yr-272 (2020)			Yr-273 (2020)			Yr-274 (2020)			Yr-275 (2020)			Yr-276 (2020)			Yr-277 (2020)			Yr-278 (2020)			Yr-279 (2020)			Yr-280 (2020)			Yr-281 (2020)			Yr-282 (2020)			Yr-283 (2020)			Yr-284 (2020)			Yr-285 (2020)			Yr-286 (2020)			Yr-287 (2020)			Yr-288 (2020)			Yr-289 (2020)			Yr-290 (2020)			Yr-291 (2020)			Yr-292 (2020)			Yr-293 (2020)			Yr-294 (2020)			Yr-295 (2020)			Yr-296 (2020)			Yr-297 (2020)			Yr-298 (2020)			Yr-299 (2020)			Yr-300 (2020)			Yr-301 (2020)			Yr-302 (2020)			Yr-303 (2020)			Yr-304 (2020)			Yr-305 (2020)			Yr-306 (2020)			Yr-307 (2020)			Yr-308 (2020)			Yr-309 (2020)			Yr-310 (2020)			Yr-311 (2020)			Yr-312 (2020)			Yr-313 (2020)			Yr-314 (2020)			Yr-315 (2020)			Yr-316 (2020)			Yr-317 (2020)			Yr-318 (2020)			Yr-319 (2020)			Yr-320 (2020)			Yr-321 (2020)			Yr-322 (2020)			Yr-323 (2020)			Yr-324 (2020)			Yr-325 (2020)			Yr-326 (2020)			Yr-327 (2020)			Yr-328 (2020)			Yr-329 (2020)			Yr-330 (2020)			Yr-331 (2020)			Yr-332 (2020)			Yr-333 (2020)			Yr-334 (2020)			Yr-335 (2020)			Yr-336 (2020)			Yr-337 (2020)			Yr-338 (2020)			Yr-339 (2020)			Yr-340 (2020)			Yr-341 (2020)			Yr-342 (2020)			Yr-343 (2020)			Yr-344 (2020)			Yr-345 (2020)			Yr-346 (2020)			Yr-347 (2020)			Yr-348 (2020)			Yr-349 (2020)			Yr-350 (2020)			Yr-351 (2020)			Yr-352 (2020)			Yr-353 (2020)			Yr-354 (2020)			Yr-355 (2020)			Yr-356 (2020)			Yr-357 (2020)			Yr-358 (2020)			Yr-359 (2020)			Yr-360 (2020)			Yr-361 (2020)			Yr-362 (2020)			Yr-363 (2020)			Yr-364 (2020)			Yr-365 (2020)			Yr-366 (2020)			Yr-367 (2020)			Yr-368 (2020)			Yr-369 (2020)			Yr-370 (2020)			Yr-371 (2020)			Yr-372 (2020)			Yr-373 (2020)			Yr-374 (2020)			Yr-375 (2020)			Yr-376 (2020)			Yr-377 (2020)			Yr-378 (2020)			Yr-379 (2020)			Yr-380 (2020)			Yr-381 (2020)			Yr-382 (2020)			Yr-383 (2020)			Yr-384 (2020)			Yr-385 (2020)			Yr-386 (2020)			Yr-387 (2020)			Yr-388 (2020)			Yr-389 (2020)			Yr-390 (2020)			Yr-391 (2020)			Yr-392 (2020)			Yr-393 (2020)			Yr-394 (2020)			Yr-395 (2020)			Yr-396 (2020)			Yr-397 (2020)			Yr-398 (2020)			Yr-399 (2020)			Yr-400 (2020)			Yr-401 (2020)			Yr-402 (2020)			Yr-403 (2020)			Yr-404 (2020)			Yr-405 (2020)			Yr-406 (2020)			Yr-407 (2020)			Yr-408 (2020)			Yr-409 (2020)			Yr-410 (2020)			Yr-411 (2020)			Yr-412 (2020)			Yr-413 (2020)			Yr-414 (2020)			Yr-415 (2020)			Yr-416 (2020)			Yr-417 (2020)			Yr-418 (2020)			Yr-419 (2020)			Yr-420 (2020)			Yr-421 (2020)			Yr-422 (2020)			Yr-423 (2020)			Yr-424 (2020)			Yr-425 (2020)			Yr-426 (2020)			Yr-427 (2020)			Yr-428 (2020)			Yr-429 (2020)			Yr-430 (2020)			Yr-431 (2020)			Yr-432 (2020)			Yr-433 (2020)			Yr-434 (2020)			Yr-435 (2020)			Yr-436 (2020)			Yr-437 (2020)			Yr-438 (2020)			Yr-439 (2020)			Yr-440 (2020)			Yr-441 (2020)			Yr-442 (2020)			Yr-443 (2020)			Yr-444 (2020)			Yr-445 (2020)			Yr-446 (2020)			Yr-447 (2020)			Yr-448 (2020)			Yr-449 (2020)			Yr-450 (2020)			Yr-451 (2020)			Yr-452 (2020)			Yr-453 (2020)			Yr-454 (2020)			Yr-455 (2020)			Yr-456 (2020)			Yr-457 (2020)			Yr-458 (2020)			Yr-459 (2020)			Yr-460 (2020)			Yr-461 (2020)			Yr-462 (2020)			Yr-463 (2020)			Yr-464 (2020)			Yr-465 (2020)			Yr-466 (2020)			Yr-467 (2020)			Yr-468 (2020)			Yr-469 (2020)			Yr-470 (2020)			Yr-471 (2020)			Yr-472 (2020)			Yr-473 (2020)			Yr-474 (2020)			Yr-475 (2020)			Yr-476 (2020)			Yr-477 (2020)			Yr-478 (2020)			Yr-479 (2020)			Yr-480 (2020)			Yr-481 (2020)			Yr-482 (2020)			Yr-483 (2020)			Yr-484 (2020)			Yr-485 (2020)			Yr-486 (2020)			Yr-487 (2020)			Yr-488 (2020)			Yr-489 (2020)			Yr-490 (2020)			Yr-491 (2020)			Yr-492 (2020)			Yr-493 (2020)			Yr-494 (2020)			Yr-495 (2020)			Yr-496 (2020)			Yr-497 (2020)			Yr-498 (2020)			Yr-499 (2020)			Yr-500 (2020)			Yr-501 (2020)			Yr-502 (2020)			Yr-503 (2020)			Yr-504 (2020)			Yr-505 (2020)			Yr-506 (2020)			Yr-507 (2020)			Yr-508 (2020)			Yr-509 (2020)			Yr-510 (2020)			Yr-511 (2020)			Yr-512 (2020)			Yr-513 (2020)			Yr-514 (2020)			Yr-515 (2020)			Yr-516 (2020)			Yr-517 (2020)			Yr-518 (2020)			Yr-519 (2020)			Yr-520 (2020)			Yr-521 (2020)			Yr-522 (2020)			Yr-523 (2020)			Yr-524 (2020)			Yr-525 (2020)			Yr-526 (2020)			Yr-527 (2020)			Yr-528 (2020)			Yr-529 (2020)			Yr-530 (2020)			Yr-531 (2020)			Yr-532 (2020)			Yr-533 (2020)			Yr-534 (2020)			Yr-535 (2020)			Yr-536 (2020)			Yr-537 (2020)			Yr-538 (2020)			Yr-539 (2020)			Yr-540 (2020)			Yr-541 (2020)			Yr-542 (2020)			Yr-543 (2020)			Yr-544 (2020)			Yr-545 (2020)			Yr-546 (2020)			Yr-547 (2020)			Yr-548 (2020)			Yr-549 (2020)			Yr-550 (2020)			Yr-551 (2020)			Yr-552 (2020)			Yr-553 (2020)			Yr-554 (2020)			Yr-555 (2020)			Yr-556 (2020)			Yr-557 (2020)			Yr-558 (2020)			Yr-559 (2020)			Yr-560 (2020)			Yr-561 (2020)			Yr-562 (2020)			Yr-563 (2020)			Yr-564 (2020)			Yr-565 (2020)			Yr-566 (2020)			Yr-567 (2020)			Yr-568 (2020)			Yr-569 (2020)			Yr-570 (2020)			Yr-571 (2020)			Yr-572 (2020)			Yr-573 (2020)			Yr-574 (2020)			Yr-575 (2020)			Yr-576 (2020)			Yr-577 (2020)			Yr-578 (2020)			Yr-579 (2020)			Yr-580 (2020)			Yr-581 (2020)			Yr-582 (2020)			Yr-583 (2020)			Yr-584 (2020)			Yr-585 (2020)			Yr-586 (2020)			Yr-587 (2020)			Yr-588 (2020)			Yr-589 (2020)			Yr-590 (2020)			Yr-591 (2020)			Yr-592 (2020)			Yr-593 (2020)			Yr-594 (2020)			Yr-595 (2020)			Yr-596 (2020)			Yr-597 (2020)			Yr-598 (2020)			Yr-599 (2020)			Yr-600 (2020)			Yr-601 (2020)			Yr-602 (2020)			Yr-603 (2020)			Yr-604 (2020)			Yr-605 (2020)			Yr-606 (2020)			Yr-607 (2020)			Yr-608 (2020)			Yr-609 (2020)			Yr-610 (2020)			Yr-611 (2020)			Yr-612 (2020)			Yr-613 (2020)			Yr-614 (2020)			Yr-615 (2020)			Yr-616 (2020)			Yr-617 (2020)			Yr-618 (2020)			Yr-619 (2020)			Yr-620 (2020)			Yr-621 (2020)			Yr-622 (2020)			Yr-623 (2020)			Yr-624 (2020)			Yr-625 (2020)			Yr-626 (2020)			Yr-627 (2020)			Yr-628 (2020)			Yr-629 (2020)			Yr-630 (2020)			Yr-631 (2020)			Yr-632 (2020)			Yr-633 (2020)			Yr-634 (2020)			Yr-635 (2020)			Yr-636 (2020)			Yr-637 (2020)			Yr-638 (2020)			Yr-639 (2020)			Yr-640 (2020)			Yr-641 (2020)			Yr-642 (2020)			Yr-643 (2020)			Yr-644 (2020)			Yr-645 (2020)			Yr-646 (2020)			Yr-647 (2020)			Yr-648 (2020)			Yr-649 (2020)			Yr-650 (2020)			Yr-651 (2020)			Yr-652 (2020)			Yr-653 (2020)			Yr-654 (2020)			Yr-655 (2020)			Yr-656 (2		
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I.P.U.C. No. 28

 Fifth Revised Sheet No. 10.1  
 Canceling Fourth Revised Sheet No. 10.1

**UTAH POWER & LIGHT COMPANY**  
**ELECTRIC SERVICE SCHEDULE NO. 10**  
**STATE OF IDAHO**

\_\_\_\_\_  
**Irrigation and Soil Drainage Pumping Power Service**  
 \_\_\_\_\_

**AVAILABILITY:** At any point on the Company's interconnected system where there are facilities of adequate capacity.

**APPLICATION:** This Schedule is for alternating current, single or three-phase electric service supplied at the Company's available voltage through a single point of delivery for service to motors on pumps and machinery used for irrigation and soil drainage.

**IRRIGATION SEASON AND POST-SEASON SERVICE:** The Irrigation Season is from June 1 to September 15 each year. Service for post-season pumping may be taken by the same Customer at the same point of delivery and through the same facilities used for supplying regular irrigation pumping service during months from September 16 to the following May 31. (C)

**MONTHLY BILL:**

**Irrigation Season Rate**

**Customer Service Charge:**

**Small Pumping Operations:**

15 horsepower or less total connected horsepower  
 served through one service connection - \$10.17 per Customer

**Large Pumping Operations:**

16 horsepower or more total connected horsepower  
 served through one service connection - \$30.33 per Customer (N)

(Continued)

Submitted Under Case No. PAC-E-02-1

**ISSUED:** April 10, 2002

**EFFECTIVE:** May 15, 2002



I.P.U.C. No. 28

Fifth Revised Sheet No. 10.2  
 Canceling Fourth Revised Sheet No. 10.2

**ELECTRIC SERVICE SCHEDULE No. 10 - Continued****MONTHLY BILL: (Continued)**

**Power Rate:** \$4.05 per kW for all kW

**Energy Rate:** 5.4320¢ per kWh for first 25,000 kWh  
 3.8024¢ per kWh for the next 225,000 kWh  
 2.5000¢ per kWh for all additional kWh

**Power Factor:** This rate is based on the Customer maintaining at all times a power factor of 85% lagging, or higher, as determined by measurement. If the average power factor is found to be less than 85% lagging, the power as recorded by the Company's meter will be increased by 3/4 of 1% for every 1% that the power factor is less than 85%.

**Minimum:** The Customer Service Charge.

**Post-Season Rate**

**Customer Service Charge:** \$16.17 per Customer

**Energy Rate:** 4.5059¢ per kWh for all kWh

**Minimum:** The Customer Service Charge.

**ADJUSTMENTS:** All monthly bills shall be adjusted in accordance with Schedules 34, 93 and 94.

**PAYMENT:** All monthly service billings will be due and payable when rendered and will be considered delinquent if not paid within fifteen (15) days. An advance payment may be required of the Customer by the Company in accordance with Electric Service Regulation No. 9. An advance may be required under any of the following conditions:

- (1) the Customer failed to pay all amounts owed to the Company when due and payable;
- (2) the Customer paid an advance the previous season that did not adequately cover bills for the entire season and the Customer failed to pay any balance owing by the due date of the final billing issued for the season.

(Continued)

Submitted Under Case No. PAC-E-02-1

ISSUED: April 10, 2002

EFFECTIVE: May 15, 2002



I.P.U.C. No. 28

Fifth Revised Sheet No. 10.3  
Canceling Fourth Revised Sheet No. 10.3**ELECTRIC SERVICE SCHEDULE No. 10 - Continued****PAYMENT:** (continued)

(C)

An adequate assurance of payment (advance) may be required from a Customer who has filed bankruptcy. Advances which may be required of the Customer may be paid with cash payment or guarantee, as required by the Company, or with a letter of escrow acceptable to the Company from an authorized bank in the Company's service area. This letter of escrow shall provide that upon termination of service to the Customer, the Company shall receive, upon demand, cash equal to the unpaid balance of the Customer's bill which is not disputed or the full amount of the advance, whichever is the lesser amount.

**CONNECTION AND DISCONNECTION CHARGES:** Company will not routinely seasonally connect and disconnect service to irrigation pumps. However, upon oral or written request the Company will connect and disconnect service at the beginning and end of Customer's pumping operation each year without charge. Customer shall give Company at least two (2) weeks advance notice of the date disconnection and connection of seasonal service is desired. The actual expense incurred for additional connection and disconnection shall be paid by Customer. Customer shall give Company at least two (2) weeks advance notice of the date any additional connection and/or an additional disconnection of service is desired. Meters will not be read and bills will not be issued from November 1 to March 1 unless the customer requests in writing a different ending or beginning point for billing. The bill issued in March will include charges for any unbilled energy used during the period of November 1 to March 1.

**POWER:** The kW as shown by or computed from the readings of the Company's power meter for the 15-minute period of Customer's greatest use during the month, adjusted for power factor as specified, determined to the nearest kW. Metered power demands in kilowatts which exceed one hundred and thirty percent (130%) of the total connected horsepower served through one service connection will not be used for billing purposes unless and until verified by field test in the presence of the Company to be the result of normal pumping operations. If a demand in excess of 130% of connected horsepower is the result of abnormal conditions existing on the Company's interconnected system or the Customer's system, including accidental equipment failure or electrical supply interruption which results in temporary separation of the Company and Customer's system, the billing demand shall be 130% of the connected horsepower. The Customer may appeal the Company's billing decision to the Idaho Public Utilities Commission in cases of dispute.

**CONTRACT PERIOD:** One year or longer.

(Continued)

Submitted Under Case No. PAC-E-02-1

ISSUED: April 10, 2002

EFFECTIVE: May 15, 2002



I.P.U.C. No. 28

Fifth Revised Sheet No. 10.4  
Canceling Fourth Revised Sheet No. 10.4

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**ELECTRIC SERVICE SCHEDULE No. 10 - Continued**

**ELECTRIC SERVICE REGULATIONS:** Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Idaho Public Utilities Commission, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

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Submitted Under Case No. PAC-E-02-1

**ISSUED:** April 10, 2002

**EFFECTIVE:** May 15, 2002





I.P.U.C. No. 28

Original Sheet No. 94

**UTAH POWER & LIGHT COMPANY**  
**ELECTRIC SERVICE SCHEDULE NO. 94**

**STATE OF IDAHO**

**RATE MITIGATION ADJUSTMENT**

**AVAILABILITY:** At any point on the Company's interconnected system.

**APPLICATION:** This Schedule shall be applicable to all retail tariff Customers taking service under the terms contained in this Tariff.

**MONTHLY BILL:** In addition to the Monthly Charges contained in the Customer's applicable schedule, all monthly bills shall have applied an amount equal to the product of all metered kilowatt-hours multiplied by the following cents per kilowatt-hour. The prices in the column labeled "Year 1" shall be in effect for one year beginning on the effective date of this tariff. The prices in the column labeled "Year 2" shall be in effect for one year beginning at the end of Year 1. The prices in the column labeled "Year 3 and Subsequent Years" shall be in effect beginning at the end of Year 2.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3 and</u> <u>Subsequent Years</u>
Schedule 1	0.0000 ¢	(0.4029) ¢	(0.6972) ¢
Schedule 6	(0.7272) ¢	(0.2902) ¢	0.0000 ¢
Schedule 6A	0.0000 ¢	(0.3908) ¢	0.0000 ¢
Schedule 7	(0.6944) ¢	0.0000 ¢	(6.5972) ¢
Schedule 7A	0.0000 ¢	(0.7092) ¢	(6.3830) ¢
Schedule 8	(0.7457) ¢	(0.3196) ¢	0.2486 ¢
Schedule 9	(0.7210) ¢	(0.3028) ¢	0.0000 ¢
Schedule 10	0.6497 ¢	0.6497 ¢	0.6497 ¢
Schedule 11	(0.7299) ¢	(0.7299) ¢	(8.0292) ¢
Schedule 12 - Street Lighting	(0.7295) ¢	(0.3127) ¢	(3.4914) ¢
Schedule 12 - Traffic Signal	(0.8929) ¢	(0.4464) ¢	(2.6786) ¢
Schedule 19	(0.7048) ¢	(0.2624) ¢	(0.6448) ¢
Schedule 23	(0.6633) ¢	(0.2258) ¢	(1.2871) ¢
Schedule 23A	0.0000 ¢	(0.3905) ¢	(1.0557) ¢
Schedule 35	(0.8150) ¢	(0.3260) ¢	0.0000 ¢
Schedule 36	0.0000 ¢	(0.4019) ¢	(0.2412) ¢
Schedule 400 - Nu-West	(0.6764) ¢	(0.2603) ¢	0.0000 ¢

Submitted Under Case No. PAC-E-02-1

ISSUED: April 10, 2002

EFFECTIVE: May 15, 2002

Case No. PAC-E-02-1  
Exhibit No. 21  
Witness: Robert C. Lively

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

PACIFICORP

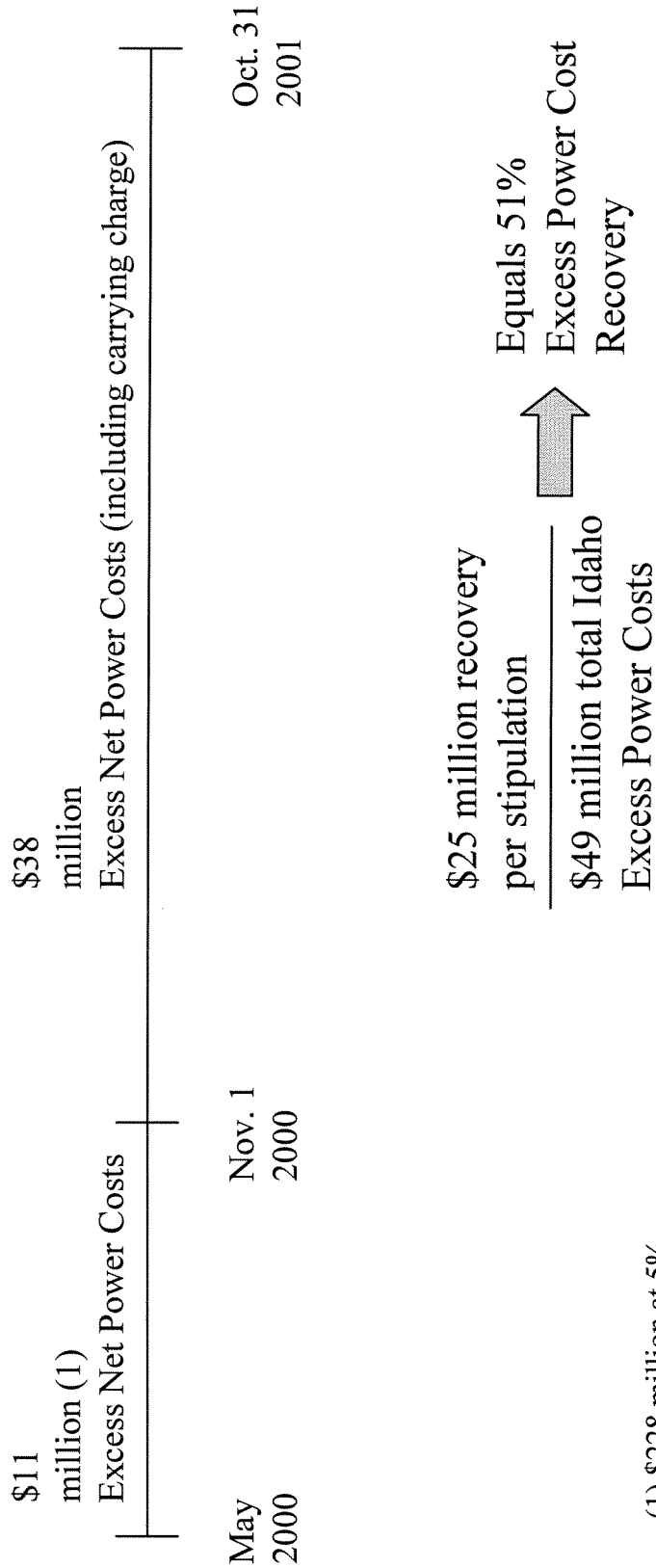
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Exhibit No. 21 Accompanying Direct Testimony of Robert C. Lively

Excess Power Cost Recovery

April 30, 2002

# PacifiCorp Excess Power Cost Recovery



(1) \$228 million at 5%  
 Est. allocation to Idaho